

# EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

## PROJECT TITLE:

Professional Services Agreement  
with TranTech Engineering, LLC  
for the Screen House Bridge  
Replacement Project

\_\_\_\_ Briefing  
\_\_\_\_ Proposed Action  
\_\_\_\_ Consent  
\_\_\_\_ Action  
\_\_\_\_ First Reading  
\_\_\_\_ Second Reading  
\_\_\_\_ Third Reading  
\_\_\_\_ Public Hearing  
\_\_\_\_ Budget Advisory

COUNCIL BILL #

Originating Department

Contact Person

Phone Number

FOR AGENDA OF

Public Works

Ed Fisher, P.E.

425-257-8932

November 30, 2016

Initialed by:

Department Head

CAA

Council President

## Location

Water Filtration Plant

## Preceding Action

## Attachments

Professional Services  
Agreement

## Department(s) Approval

Public Works

Amount Budgeted	\$31,500	
Expenditure Required	\$31,500	Account Number(s): 401-5-200-121-651-410
Budget Remaining	\$0	
Additional Required	\$0	

## DETAILED SUMMARY STATEMENT:

The existing Screen House bridge at Chaplain Lake Dam is vulnerable during an earthquake event. This Professional Services Agreement will provide engineering services for replacing the seismically deficient bridge with either a light-weight, pre-engineered, pedestrian walkway structure or an adjacent stairway to the Screen House. Either proposed facility shall meet current seismic code and allow continued access to the top of the Screen House.

Services in this agreement include:

- Feasibility Study for replacing deficient bridge with stairs or bridge
- Preparation of plans, specifications and cost estimates
- Technical support for bidding and construction

## RECOMMENDATION (Exact action requested of Council):

Authorize the Mayor to sign the Professional Services Agreement with TranTech Engineering, LLC for the Screen House Bridge Replacement project in the amount not to exceed \$31,500 plus Washington State sales tax.

**CITY OF EVERETT  
PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered into on this            day of            ,            , by and between the **CITY OF EVERETT**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the "City," and TranTech Engineering, LLC, whose address is 12011 NE 1st Street, Suite C305, Bellevue, WA 98005, hereinafter referred to as the "Service Provider."

**WHEREAS**, the City desires to engage the Service Provider to provide structural engineering services for Screen House Bridge Replacement at Water Filtration Plant for the City of Everett; and

**WHEREAS**, Service Provider represented, and by entering into this Agreement now represents, that it is fully qualified to perform the work to be performed hereunder in a competent and professional manner;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

1. **Engagement of Service Provider.** The City hereby agrees to engage the Service Provider, and the Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the attached "Exhibit A - Scope of Work". The Scope of Work so identified is hereafter referred to as "Work". Without a written directive of an authorized representative of the City, the Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If the Service Provider's proposal is attached as an exhibit, and if such proposal contains or incorporates any conditions or terms in addition to or different from the terms of this Agreement, then the Service Provider expressly agrees that such conditions or terms are neither incorporated nor included into this Agreement between the City and Service Provider. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.

2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Unless otherwise expressly agreed in writing, all intellectual property rights in such documents or intangible property created pursuant to this Agreement, or for the City of Everett, belong to the City of Everett. Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.

3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of execution of this Agreement and shall be completed by December 31, 2018.

4. **Compensation.**

A. The City shall pay the Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.

B. The Service Provider shall be paid such amounts and in such manner as described in Exhibit B.

C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those types and amounts of expenses either listed in Exhibit C or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. If Exhibit C is either blank or not attached, expenses may not be reimbursed unless prior written approval was obtained from the City. An expense shall not be reimbursed if: (1) the expense is not identified in Exhibit C; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified in Exhibit C; or (3) the expense was not approved in writing by an authorized City representative prior to the Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for the Service Provider.

D. Total compensation, including all services and expenses, shall not exceed a maximum of Thirty One Thousand and Five Hundred and Zero One-hundreth Dollars (\$31,500.00).

E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

A. To obtain payment, the Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.

B. All requests for payment should be sent to:

City of Everett  
Attn.: Ed Fisher, P.E.  
3200 Cedar Street  
Everett, WA 98201

6. **Submission of Reports and Other Documents.** The Service Provider shall submit all reports and other documents as and when specified in Exhibit A. Said information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date") at least fourteen (14) days after the date the Notice is issued. The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by fax, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, the Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. Notices under this Section 7 shall be sent by the United States Mail to Service Provider's address provided herein, postage prepaid, certified or registered mail, return receipt requested, or by delivery. In addition, Notices may also be sent by any other method reasonably believed to provide Service Provider actual notice in a timely manner, such as fax. The City does not by this Section 7 waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, City may deduct from the final payment due the Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of the Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.

9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.

10. **Indemnification.** Except as otherwise provided in this Section 10, the Service Provider hereby agrees to defend and indemnify the City from any and all Claims arising out of, in

connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. The Service Provider is obligated to defend and indemnify the City pursuant to this Section 10 whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. The Service Provider's duty to defend and indemnify pursuant to this Section 10 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Service Provider. The Service Provider's obligations under this Section 10 shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) the Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then the Service Provider's obligations under this Section 10 shall apply only to the extent allowed by RCW 4.24.115. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. The Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section 10: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Service Provider pursuant to this Section 10.

## **11. Insurance.**

A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.

1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, the Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless the Service Provider covers such employees.

2. Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate,

including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.

3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

4. Professional Errors and Omissions Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate. Such coverage may be written on a claims made basis. If both parties agree that the Work does not warrant Service Provider providing Professional Errors and Omissions Insurance, this Section 11.A.4 may be stricken and initialed by both parties.

B. The above liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Service Provider to furnish the required insurance during the term of this Agreement.

C. Upon written request by the City, the insurer or his/her agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.

D. Prior to the Service Provider performing any Work, Service Provider shall provide the City with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees and agents as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City of any certificate showing less coverage than required is not a waiver of the Service Provider's obligations to fulfill the requirements.

E. If the policy listed in Section 11.A.4. above, Professional Errors and Omissions Insurance, is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy. (This Section 11.E shall not apply if Section 11.A.4. above is stricken.)

F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title.

Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.

G. In case of the breach of any provision of this Section 11, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of the Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.

## **12. Independent Contractor.**

A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section 12. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.

B. In addition to the other requirements of this Section 12, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:

(1) Service Provider is free from control or direction over the performance of the service; and

(2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and

(3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

(4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and

(5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

(6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.

C. Any and all employees of the Service Provider, while engaged in the performance of any Work, shall be considered employees of only the Service Provider and not employees of the City. The Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of said employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Service Provider's employees, while so engaged on any of the Work

D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of said act, and rules and regulations that are or may be promulgated in connection therewith.

E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Service Provider and as to all duties, activities and requirements by the Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

**13. Employment.** The Service Provider warrants that he had not employed or retained any company or person, other than a bona fide employee working solely for the Service Provider, to solicit or secure this Agreement and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**14. Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, the Service Provider shall make available to the City for the City's examination all of the Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, the Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.



16. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

17. **Compliance with Federal, State and Local Laws.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder.

18. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section 18.

19. **Compliance with Grant Terms and Conditions.** Service Provider shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Service Provider's work hereunder.

20. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, independent Service Provider, or proposed independent Service Provider, on the basis of race, color, religion, sex, age, disability, marital state, or national origin.

21. **Waiver.** Any waiver by the Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

22. **Complete Agreement.** This Agreement contains the complete and integrated understanding and Agreement between the parties and supersedes any understanding, Agreement or negotiation whether oral or written not set forth herein.

23. **Modification of Agreement.** This Agreement may be modified as provided in ¶8, or by a writing explicitly identified as a modification of this Agreement that is signed by authorized representatives of the City and the Service Provider.

24. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

25. **Notices.**

A. Notices to the City of Everett shall be sent to the following address:

City of Everett  
Attn.: Ed Fisher, P.E.  
3200 Cedar Street  
Everett, WA 98201

B. Notices to the Service Provider shall be sent to the following address:

TranTech Engineering, Attn: Kash Nikzad  
12011 NE 1st Street, Suite C305  
Bellevue, WA 98005

26. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.

27. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

**IN WITNESS WHEREOF**, the City and Service Provider have executed this Agreement as of the date first above written.

**CITY OF EVERETT,  
WASHINGTON**

\_\_\_\_\_  
Ray Stephanson, Mayor

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Fuller, City Clerk

\_\_\_\_\_  
James D. Iles, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SERVICE PROVIDER:** Please fill in the spaces and sign in the box appropriate for your business entity.

**Corporation**

\_\_\_\_\_  
[Service Provider's Complete Legal Name]

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Partnership  
(general)**

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington general partnership

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

General Partner

Date: \_\_\_\_\_

**Partnership  
(limited)**

\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington limited partnership

By: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

General Partner

Date: \_\_\_\_\_

**Sole  
Proprietorship**

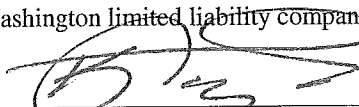
\_\_\_\_\_  
Typed/Printed Name:

Sole Proprietor:

Date: \_\_\_\_\_

**Limited  
Liability  
Company**

TRANTECH ENGR. LLC  
\_\_\_\_\_  
[Service Provider's Complete Legal Name]  
a Washington limited liability company

By:  \_\_\_\_\_

Typed/Printed Name: K. HASHAYAR NIKZAD

Managing Member

Date: 11/9/16

## **EXHIBIT A**

### **SCOPE OF WORK**

Exhibit A – Scope of Services for Screen House Bridge Replacement at Water Filtration Plant Project (UP 3548) are as noted in the attached "Exhibit A - Scope of Work", provided by TranTech Engineering, LLC

#### **Exhibit B – Compensation**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement. See attached TranTech Engineering, LLC "Exhibit B1 - Consultant Fee Determination Summary Sheet" i (Itemized by Task with labor hour estimates).

#### **Exhibit C – Reimbursable Expenses**

These expenses are included on "Exhibit B1 - Consultant Fee Determination Summary Sheet" as "Direct Costs"

**EXHIBIT B**  
**COMPENSATION**

☐ **ALTERNATE A [HOURLY RATE UP TO A MAXIMUM AMOUNT]**

The City shall pay the Service Provider a sum equal to the amount of hours actually worked multiplied by the rate identified herein for the staff performing the Work, subject to the maximum stated in ¶4(D) of this Agreement.

Name	Responsibility	Rate

☐ **ALTERNATE B [LUMP SUM]**

The City shall pay Service Provider                  dollars (\$) upon the completion of the Work, subject to the maximum stated in ¶4(D) of this Agreement.

☐ **ALTERNATE C [PROGRESS PAYMENTS]**

The City shall pay the Service Provider the following amounts upon the completion of the following tasks, subject to the maximum stated in ¶4(D) of this Agreement:

Task	Amount Paid upon Completion of Task

☐ **ALTERNATE D [BASE REGISTRATION]**

The City shall pay the Service Provider such amounts and in such manner as follows:

Fee for service shall be                  percent                  % of the base registration fees collected by the City.

Additional fees and/or surcharges levied by the City will be retained 100% by the City.

Payments shall be made as stated in Exhibit A – Scope of Work. The base registration fee is listed in Exhibit A – Scope of Work. Compensation shall not exceed                  dollars (\$                  ).

**EXHIBIT C**  
**REIMBURSABLE EXPENSES**

<b>Type of Expense</b>	<b>Maximum Per Item</b>	<b>Cumulative Maximum</b>
Parking		
Meals		

**STATE RETIREMENT SYSTEMS FORM**  
**ATTACHMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**ALL SERVICE PROVIDERS MUST COMPLETE AND SIGN THIS FORM**

1. Does Service Provider have twenty-five (25) or more employees? ☐ Yes ☒ No

IF YES: SKIP QUESTION 2, SKIP QUESTION 3, AND SIGN BELOW.

IF NO: ANSWER QUESTIONS 2 AND 3.

2. If a Service Provider employee will perform Work under this Professional Services Agreement, did that employee retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

3. Answer the appropriate question below for Service Provider's business organization:

Sole Proprietor. Did Service Provider retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

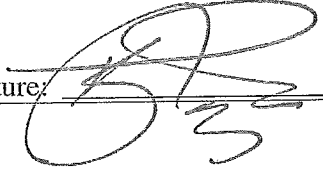
Partnership. If a partner will perform Work under this Professional Services Agreement, did that partner retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

Limited Liability Company. If a member will perform Work under this Professional Services Agreement, did that member retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS) or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☒ No

Corporation. If a shareholder will perform Work under this Professional Services Agreement, did that shareholder retire under the Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), or Law Enforcement Officers and Fire Fighters plan (LEOFF)? ☐ Yes ☐ No

**IF THERE IS A "YES" ANSWER TO ANY PART OF QUESTIONS 2 OR 3, AN ADDITIONAL QUESTIONNAIRE (AVAILABLE FROM HR OR LEGAL) MUST BE FILLED OUT AND SUBMITTED WITH THE CONTRACT.**

Service Provider Name: TRAN TECH ENGR, LLC

Signature: 

Printed Name: K. Likazid

Title: PRINCIPAL

## **Exhibit "A"**

### **SCOPE OF WORK**

#### **Objective:**

The objective of this contract is to provide engineering services to the City of Everett (City) with the goal of removing the existing Screen House Bridge at the Chaplain Lake Dam and providing a new access to the Building's rooftop via construction of a new 4-foot Pedestrian Bridge or a stairwell built on the side of the Building.

#### **Background:**

The Screen House Bridge was built in 1966 and is located on the south side of the Lake Chaplain Dam. The 2-span Bridge is 90-feet long (45':45'), and is 20-feet wide.

The Bridge is oriented South to North where the Chaplain Lake is on the north end of the Bridge and the Screen House is on its southern end. The Bridge's north abutment is constructed on top of the Dam over a spread footing and its south abutment is constructed on the northern wall of the Screen House. The interior pier of the Bridge is composed of four 22-inch circular concrete columns resting on a strip footing.

One important feature of this Bridge is that it is built over two 51-inch steel pipelines that convey the Lake Chaplain water to the Screen House. These pipelines are below ground and pass in between the columns of the interior bent.

Preliminary observations reveal that the Bridge is seismically vulnerable under an AASHTO design earthquake event. One major vulnerability of this Bridge is its inadequate seat-width of its simply-supported precast girders at all of its piers and their associated risk for detachment and collapse under a design earthquake event.

Per our understanding, the City and Water Filtration Plant (WFP) Authority desire to remove the existing seismically vulnerable vehicular bridge and re-establish the access to the rooftop of the Screenhouse building via construction of a new 4-foot Pedestrian Bridge at the existing bridge's alignment or construction of a stairwell on the side of the building.

On January 4, 2013, TranTech's team performed a routine bridge inspection site visit. Following this site visit, the City and WFP authorities provided TranTech's team with all of the existing information available on the Screenhouse Bridge.

In the following sections, work elements associated with a feasibility study regarding the two aforementioned building-access alternatives and the preparation of the construction documents for the chosen alternative is described in further detail:



## **Work Element 1      Project Management:**

This services in this work element include administration of the contract between the Consultant and the City, preparation of progress reports and quality control, necessary for the Project. The work element also includes all administrative services needed to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

1. Monthly Progress Reports, Meetings, and Invoicing. Monthly progress reports will contain a narrative that identifies and describes significant activities performed in the work-month and the significant planned activities for the upcoming month.
2. Communication:
  - a. Coordination and meeting with the City.
  - b. Preparation of project work plan.
  - c. Prepare, monitor, and update project schedule. Monitor project budget.
  - d. Prepare monthly billings, progress reports, and updated monthly project schedule.
  - e. Maintain regular informal contact telephone discussions, and electronic mail.
3. Coordination with City's Plans and Specifications
  1. City has recently completed a 100% plan set for the bridge demolition.
  2. Incorporate City's demolition plan set during 100% PS&E
  3. City is responsible for general and administrative specifications of bid documents.

### **Deliverables:**

- Monthly Progress Reports
- Monthly Invoicing

## **Work Element 2      Feasibility Study:**

As part of the activities associated with this work element, TranTech's structural team will perform planning level engineering investigations of the two aforementioned alternatives.

Pros and cons associated with each alternative will be identified and a planning level engineer's opinion of cost for each alternative will be prepared.

Next, an engineering memo describing a summary of the investigations performed and the obtained results with recommendations culminating from these investigations will be prepared and submitted for the City and WFP Authority's for review and decision making purposes.

### **Deliverables:**

- Three hard copies of the draft Feasibility Study Report
- Three hard copies of the final Feasibility Study Report

### **Work Element 3      60% Plans & Estimate:**

Activities associated with this work element include advancing the desired building access alternative to the 60% design level. Our preliminary assessment has revealed the following plans are required for the construction bid set for each alternative:

1. Pedestrian Bridge Alternative
  - a. Cover Sheet
  - b. Plan, Elevation, & Section
  - c. Building support details
  - d. Abutment support details
  - e. Roof railing modification details
2. Stairwell Alternative
  - a. Cover Sheet
  - b. Plan, Elevation, & Section
  - c. Foundation details
  - d. Stair details (2 Sheets)
  - e. Roof railing modification details

In this work element, the design team will prepare and submit for the City and WFP officials review, 60% plans and engineer's opinion of cost

#### **Deliverables:**

- Three hard copies of the draft 60% Plans and Estimate documents
- Three hard copies of the finalized 60% Plans and Estimate documents

All engineering work associated with the design of the pedestrian bridge alternative, if chosen, will be performed per AASHTO LRFD Bridge Design Specifications, WSDOT Standard Specifications 2016 M41-10, WSDOT Bridge Design Manual M 23-50.04, August 2016 and the current City of Everett Standards.

#### **Work Element 4      100% Plans, Specifications, & Estimate:**

This work element encompasses all the activities associated with the preparation of the 100% Plans Specifications & Estimate (PS&E) construction documents.

In this work element, the design team will prepare and submit for the City and WFP officials review, 100% PS&E construction documents.

##### **Deliverables:**


- Three hard copies of the draft 100% PS&E Documents
- Three hard copies of the finalized 100% PS&E Documents (includes half size Plans)
- One set of full size signed and stamped of finalized Plans
- Set of electronic AutoCAD files per City of the Everett standards. Base drawing containing design and all plan sheets (i.e. plot styles, line type, text styles, x-refs, etc.).

#### **Work Element 5      Engineering Support During Construction Phase:**

This work element, at the option of the City of Everett, encompasses all the activities associated with providing engineering support during the construction phase of the project. These activities include; bidding phase support, responding to contractor RFIs and submittals, site visits, creation of as-builts, etc.

##### **Deliverables:**

- Construction phase support
- As-built submittal

Exhibit "B1" - Consultant Fee Determination Summary Sheet							
Sceenhouse Access Feasibility Study and PS&E							
							
	Project Manager	QA/QC Reviewer	Senior Engineer	Staff Engineer	CADD Technician	Clerical	Total
Work Elements (WE)							
WE 1 - Project Management and Meetings	20					4	24
WE 2 - Feasibility Study		4	12	12	12	4	44
WE 3 - 60% PS&E		4	24	24	12	4	68
WE 4 - 100% PS&E		6	24	24	12	4	70
WE 5 - Construction Phase Services	4	2	8	8	8	4	34
Total Manhours	24	16	68	68	44	20	240
Direct Rates	\$ 59.00	\$ 59.00	\$ 54.50	\$ 36.00	\$ 37.00	\$ 18.00	
Total Direct Salary Cost	\$1,416	\$944	\$3,706	\$2,448	\$1,628	\$360	\$10,502
(*)				Profit at 30% of Direct Salary			\$3,151
(*)				Overhead at 1.4085 times Direct Salary			\$14,792
				Total Labor Cost			\$28,445
Direct Costs (Travel Mileage, Reproduction, FEDEX, ...)							\$300
Management Reserve (MR)							\$2,755
<b>Total</b>							<b>\$31,500</b>
Notes:							
(*) The Sum of the above Overhead Rate and Fee Percentage is equal to a combined WSDOT Audited Multiplier of 2.7085							



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hall & Company 19660 10th Ave NE Poulsbo WA 98370	<b>CONTACT NAME:</b> Linnea Svensson	
	<b>PHONE (A/C, No, Ext):</b> 360-626-2023	<b>FAX (A/C, No):</b> 360-598-3703
	<b>E-MAIL ADDRESS:</b> lsvensson@hallandcompany.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Travelers Casualty and Surety Co of	31194
	INSURER B : The Travelers Indemnity Company of	25682
	INSURER C : The Travelers Indemnity Company	25658
	INSURER D : Travelers Property Casualty Company	25674
	INSURER E :	
	INSURER F :	

**INSURED** 7547  
TranTech Engineering LLC  
12011 NE 1st Street Suite 305  
Bellevue WA 98005

## COVERAGES

**CERTIFICATE NUMBER:** 613884288

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6802835L114	7/22/2016	7/22/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA5532L225	7/22/2016	7/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		Y	CUP6782Y730	7/22/2016	7/22/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6802835L114	7/22/2016	7/22/2017	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab; Claims Made			105315328	7/15/2016	7/15/2017	\$1,000,000 Per Claim \$2,000,000 Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Screen House Bridge Replacement at Water Filtration Plant  
The City of Everett, its officers, employees and agents are Additional Insured per the attached.

## CERTIFICATE HOLDER

City of Everett  
Attn: Ed Fisher, P.E.  
3200 Cedar Street  
Everett WA 98201

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jessica Sharpe*

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COMMERCIAL AUTO POLICY

ENDORSEMENT - CA T8 04 07 16

POLICY NUMBER BA-5532L225-16-GRP

\*\* THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. \*\*

NOTICE OF CANCELLATION

IT IS AGREED THAT:

THIS ENDORSEMENT CHANGES THE POLICY.

PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF  
CANCELLATION PROVIDED BY US

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED  
UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY  
SCHEDULE

CANCELLATION: NUMBER OF DAYS NOTICE OF CANCELLATION: 30  
PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A  
WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS  
POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE,  
INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR  
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE  
DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION  
OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE  
THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN  
THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN  
SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. IF WE CANCEL THIS POLICY FOR ANY STATUTORILY PERMITTED  
REASON OTHER THAN NONPAYMENT OF PREMIUM WE  
WILL MAIL NOTICE OF CANCELLATION TO THE PERSON OR  
ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL  
MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE  
ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR  
CANCELLATION IN THE SCHEDULE ABOVE BEFORE THE  
EFFECTIVE DATE OF CANCELLATION.

B. IF WE DECIDE TO NOT RENEW THIS POLICY FOR ANY  
STATUTORILY PERMITTED REASON, AND A NUMBER OF DAYS  
IS SHOWN FOR NONRENEWAL IN THE SCHEDULE ABOVE, WE  
WILL MAIL NOTICE OF THE NONRENEWAL TO THE PERSON OR  
ORGANIZATION SHOWN IN THE SCHEDULE ABOVE. WE WILL  
MAIL SUCH NOTICE TO THE ADDRESS SHOWN IN THE SCHEDULE  
ABOVE AT LEAST THE NUMBER OF DAYS SHOWN FOR  
NONRENEWAL IN THE SCHEDULE ABOVE BEFORE  
THE EXPIRATION DATE.

EFFECTIVE DATE 07-22-16 EXPIRATION DATE 07-22-17  
PAGE 0001 DATE OF ISSUE 05-23-16

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPECIFIED PERSON OR ENTITY – NOTICE OF CANCELLATION PROVIDED BY THE COMPANY**

This endorsement changes the following:

**Professional Liability Terms and Conditions**

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**PROVISIONS:**

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Specified Person or Entity shown in such Notice Schedule. The Company will mail or deliver such notice to the address shown in the Notice Schedule at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

**Notice Schedule**

**Number of Days Notice of Cancellation: 30**

**Specified Person or Entity: CITY OF EVERETT ATTENTION ED FISHER PE**

**Specified Person or Entity Address: 3200 CEDAR STREET EVERETT WA 98201 PROJECT: SCREEN HOUSE  
BRIDGE**

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Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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Issuing Company: Travelers Casualty and Surety Company of America  
Policy Number: 105315328

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following is added to the Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage"

occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II**.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

<b>CANCELLATION:</b>	<b>Number of Days Notice of Cancellation: 30</b>
<b>NONRENEWAL:</b>	<b>Number of Days Notice of Nonrenewal: 30</b>

#### **PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF, 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME & ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATION RECEIVES NOTICE FROM US OF CANCELLATION OF THIS POLICY AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### **ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

#### **PROVISIONS:**

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to **WHO IS AN INSURED** (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

**INSURANCE (Section III) for this Coverage Part.**

**B. The following is added to Paragraph a. of 4. **Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

**C. The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS** (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

## COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

**D. The following definition is added to DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**

The following is added to Paragraph **11.. OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
  - b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;
- subsequent to the execution of the contract or agreement.